

Expiration Date _____
Optional Renewals _____
Insurance Required ____ Y ____ N
Maximum Amt. of Contract
\$ _____
Terms _____



DIVISION OF PURCHASING

**Two Centennial Plaza
805 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947**

CONTRACT

BETWEEN

**THE CITY OF CINCINNATI
PARTY OF THE FIRST PART
AND**

LOGAN CREEK, LLC

Party of the Second Part

11360 U.S. 50

NORTH BEND, OHIO 45052

Phone No. 513.200.0057

E-mail: whansel@fuse.net

Vendor Contact: WENDALL HANSEL

INSTRUCTIONS FOR EXECUTING CONTRACT

CONTRACT: The contract must be signed in full by the Contractor as specified below, and the original, together with all copies of same, returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. One copy will be returned to the Contractor when fully executed by the City. **ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES.**

CORPORATION: If a corporation, the contract must be signed with full name of the corporation, followed by the **signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the contract, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.**

LLC: Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

PARTNERSHIP: If a partnership, the full name of all the partners composing the same must be given and the contract signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.
Jones-Smith Company, by John Jones, a partner."

SOLE OWNERSHIP: If sole ownership, contract should be signed in the following manner:

"John Jones, Sole Owner."

BOND OR CERTIFIED CHECK: A bond or certified check must be submitted by the Contractor to guarantee the faithful performance of the contract on the form provided on the final sheet hereof.

INSTRUCTIONS FOR EXECUTING PERFORMANCE BOND

SURETY REQUIRED: The performance bond must be executed by an authorized surety, guaranty or trust company. The surety required must be in the amount specified on the final page. The City shall determine the amount and sufficiency of all sureties.

CORPORATE SURETY: If corporate surety is furnished, the surety or guaranty company must indicate in the bond the State in which it is incorporated. It is necessary that a certificate of authority authorizing the "attorney-in-fact" to sign the bond accompany the same, unless the certificate is on file in the office of the City Purchasing Agent, Cincinnati, Ohio.

MISCELLANEOUS REQUIREMENTS: If the principal is a "partnership", the names of all of the partners composing the same must be given, and the bond signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner". All signatures must be in full. The bond must be witnessed. A certified check may be submitted in lieu of the bond, made payable to the Treasurer of the City of Cincinnati and drawn on a solvent bank.

START DATE **AUG 26 2016**

CONTRACT No. 161C009034

BID No. 161C929034

COMMODITY CLASS No. 09901

MATERIAL OR SERVICES

BALLFIELD RENOVATION AT
SALWAY SPORTS COMPLEX

REQUIRED FOR

Cincinnati Recreation Commission

BUYER: Gregory S. Algie
greg.algie@cincinnati-oh.gov

DISTRIBUTION:

☐ Finance

☐ Contractor

☐ Purchasing

☐ Requisitioning Department

☐ Buyer

**ORIGINAL CONTRACT
RETURN TO FINANCE DEPT.**

ADDITIONAL INFORMATION AND AUTHORIZED COMMUNICATION

For additional information contact Doug Woeste at doug.woeste@cincinnati-oh.gov of the Cincinnati Recreation Commission Engineering.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

BEGINNING OF WORK

The contractor shall start work within five (5) calendar days from receipt of written notice to begin work, by registered or certified mail, from the City Agency for whom the work is to be performed.

No work of any kind shall be done by contractor until so notified.

CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

COMPLETION OF WORK

The contractor shall secure delivery of all equipment and materials required and shall complete on site work within 90 calendar days from receipt of notice to begin work.

LIQUIDATED DAMAGES

The amount of liquidated damages to be paid by the contractor for each and every working day that he is in default is \$400.00.

TERMINATION OF CONTRACT

The City may terminate this contract at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this contract or if the Contractor violates any of the terms and conditions, covenants or agreements of the Contract, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this

Form 2004 Subcontractor Approval Request Form is available in the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Ave., Suite 610, Cincinnati, Ohio 45202 (telephone no. 513/352-3144).

SPECIFICATIONS

All work shall be performed and materials furnished in accordance with the following specifications:

- (1) Latest edition of the Ohio Department of Transportation Construction and Material Specifications and the City of Cincinnati Supplement thereto available in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati, Ohio 45202 Phone 352-3463. 2013 City Supplement to ODOT
- (2) Latest edition of the CITY OF CINCINNATI SIDEWALK STANDARDS a copy of which is available at the link below or in the Engineering Division Permit and License Center, Room 410 City Hall, Cincinnati, Ohio 45202 Phone 513/352-3463. Sidewalk Regulations Book
- (3) Project Manual, Drawings (10 Plan Sheets: G001, C101, C102, C401, C402, C403, C501, C502, C503, C504), Standard Demolition Specifications (4-99).

STATEMENT OF NON-COLLUSION

The contractor affirms that the bid is genuine and not collusive or a sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of this or any other bid, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cincinnati or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REGULATIONS

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

SUPERJOBS CENTER EMPLOYMENT POSTINGS PER ORDINANCE NO. 238-2010

If this Agreement is for the provision of construction services, this Agreement is subject to the SuperJobs Center Employment Postings requirement established in Ordinance 238-2010 as follows: To the extent allowable by law, the Contractor shall use its best effort to post available employment opportunities within the Contractor's organization or the organization of any subcontractor working with the Contractor with the SuperJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Business Services Unit Manager at 513-946-7242.

INSURANCE

See Form 160 attached.

RETENTION OF PERFORMANCE SURETY

The contractor will be required to provide performance surety in the amount of 100% of the contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project.

The City will furnish exemption certificates to the contractor upon request to the Division of Purchasing.

TERMS

As indicated in Section 109 of the City Supplement to the Ohio Department of Transportation Construction and Material Specifications. Total estimated amount of contract for the purpose of determining the amount of surety = \$199,800.00.

Amount of Bond or Check = \$199,800.00

PROJECT MANUAL

For

BALLFIELD RENOVATION

AT

SALWAY SPORTS COMPLEX

**4530 Spring Grove Ave
Cincinnati, Ohio 45223**

Cincinnati Recreation Commission

**805 Central Avenue, Suite 800
Cincinnati, Ohio**

Design By

Cincinnati Recreation Commission

Division of Technical Services

**805 Central Avenue, Suite 800
Cincinnati, Ohio 45202**

July 06, 2016

Ball Field Renovations at
Salway Sports Complex

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: Ball Field Renovation at the Salway Recreation Area 4530 Spring Grove Ave, Cincinnati, Ohio 45223.
2. Owner: Cincinnati Recreation Commission, 805 Central Avenue, Suite 800, Cincinnati, Ohio 45202.

B. Contract Documents, dated July 60, 2016 were prepared by Cincinnati Recreation Commission's Division of Technical Services, 805 Central Avenue, Suite 800, Cincinnati, Ohio 45202.

C. The Work consists of demolition of existing ballfield backstops, installation of new backstops, new fencing and new concrete paths, landscape improvements at the site, as described in the Contract Documents.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall coordinate work with adjacent recreation use on the site.

1.3 CONTRACT

A. Project will be constructed under a general construction contract.

1.4 PLANS AND SPECIFICATIONS

A. The Recreation Department will supply the General Contractor at the start of the project 9 sets of Plans and Specifications at the start of the project. The Recreation Department will also supply the General Contractor with a disk containing the Project Plans and Specifications in PDF format for his use in making additional sets.

B. The General Contractor is to let the Recreation Department know how many of the above sets need to be stamped for permits before distribution of the plans. Any additional sets that need to be stamped by for permits will have to be reproduced by the General Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

Ball Field Renovations at
Salway Sports Complex

- B. When Owner and Contractor disagree on the terms of a proposal, Engineer may issue a Construction Change Directive, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the first Application for Payment. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule.
- B. Submit each application for payment on the City of Cincinnati standard claim voucher along with AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
 - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

Ball Field Renovations at
Salway Sports Complex

- B. Prepare submittals by placing a permanent label on each for identification. Provide a 4- by 5-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
1. Project name.
 2. Date.
 3. Name and address of Contractor.
 4. Name and address of subcontractor or supplier.
 5. Number and title of appropriate Specification Section.
 6. Contractor's certification that materials comply with specified requirements.
- C. Coordinate each submittal with other submittals and with work that does not require submittals.
- D. Product Data: Mark each copy to show applicable choices and options. Include the following:
1. Data indicating compliance with specified standards and requirements.
 2. Notation of coordination requirements.
 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
 4. Number and title of appropriate Specification Section.
 5. Contractor's certification that materials comply with specified requirements.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Submit 1 reproducible print and 1 blue- or black-line print on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Engineer will return the reproducible print. Include the following:
1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 2. Identification of products and materials.
 3. Notation of coordination requirements.
 4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
 6. Number and title of appropriate Specification Section.
 7. Contractor's certification that materials comply with specified requirements.
- F. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
1. Number and title of appropriate Specification Section.
 2. Contractor's certification that materials comply with specified requirements.
- G. Engineer will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained. Compliance with specified requirements remains Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

Ball Field Renovations at
Salway Sports Complex

G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:

1. Name, address, and telephone number of testing agency.
2. Project title and testing agency's project number.
3. Designation (number) and date of report.
4. Dates and locations where samples were taken or inspections and field tests made.
5. Names of individuals taking the sample or making the inspection or test.
6. Designation of the product and test method.
7. Complete inspection or test data including an interpretation of test results.
8. Ambient conditions at the time of sample taking and testing.
9. Comments or professional opinion on whether inspected or tested Work complies with requirements.
10. Recommendations on retesting or reinspection.
11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

Ball Field Renovations at
Salway Sports Complex

3.2 CONSTRUCTION FACILITIES

- A. Provide field offices, storage trailers, and other support facilities as necessary for efficient prosecution of the Work.
- B. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
- C. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat.
- D. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
- E. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- B. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.
 - 1. Enclose construction areas with fences with lockable entrance gates, to prevent unauthorized access.
- C. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

END OF SECTION 01500

Ball Field Renovations at
Salway Sports Complex
PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
 - 2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
 - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 - 5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 - 6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Engineer will select color, pattern, and texture of each product from manufacturer's full range of options.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

Ball Field Renovations at
Salway Sports Complex

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

3.4 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 - 3. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication.
 - 4. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.5 CLOSEOUT PROCEDURES

- A. Request Substantial Completion inspection once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Changeover locks and transmit keys to Owner.
 - 5. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 6. Remove temporary facilities and controls.
 - 7. Complete final cleanup.
 - 8. Touch up, repair, and restore marred, exposed finishes.
 - 9. Obtain final inspections from authorities having jurisdiction.
 - 10. Obtain certificate of occupancy.
- B. On receipt of a request for inspection, Engineer will proceed with inspection or advise Contractor of unfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.

Ball Field Renovations at
Salway Sports Complex

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property. Remove from Project site.
- B. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- C. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- B. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- C. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- D. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- E. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732

Ball Field Renovations at
Salway Sports Complex

3.2 SITE CLEARING

- A. Strip topsoil. Stockpile topsoil that will be reused in the Work.
- B. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- C. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- D. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
- E. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials in 6-inch thick layers to density of surrounding original ground.
- F. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

END OF SECTION 02230

Ball Field Renovations at
Salway Sports Complex

- D. Excavate for structures, slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- E. Utility Trenches: Excavate trenches to indicated slopes, lines, depths, and invert elevations. Maintain 12 inches of working clearance on each side of pipe or conduit.
 - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
 - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- F. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- G. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- H. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 98 percent of maximum dry unit weight according to ASTM D 698; elsewhere to 90 percent.
- I. Grade areas to a smooth surface to cross sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4 inch and pavements and areas within building lines to plus or minus 1/2 inch.
- J. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.
- K. Allow testing agency to inspect and test each subgrade and each fill or backfill layer and verify compliance with requirements.
- L. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

Ball Field Renovations at
Salway Sports Complex

- B. Topsoil: USDA texture, pH range of 6.5 to 7.0, a minimum of 6 percent organic material content, sandy clay loam in texture with mechanical analysis of 60-75 percent sand, 20-30 percent silt, and 20-30 percent clay; free of stones 2 inches or larger in any dimension and other extraneous materials harmful to plant growth.
1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil from local sources having similar soil characteristics to that found at project site.
 - b. Obtain topsoil only from local naturally, well-drained sites where topsoil occurs in minimum depth of 4 inches; do not obtain from bogs or marshes.
 2. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

2.2 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
1. Ratio of Loose Compost to Topsoil by Volume: 1:3
 2. Ratio of Loose Peat to Topsoil by Volume: 1:4
 3. Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:4
 4. Weight of Lime per 1000 Sq. Ft. (92.9 Sq. m): Application of Lime dependent upon lab soil test results. Recommendations to be approved by Engineer.
 5. Weight of Sulfur/ Iron Sulfate/ Aluminum Sulfate per 1000 Sq. Ft. (92.9 Sq. m): Application of Sulfur/ Iron Sulfate/ Aluminum Sulfate dependent upon lab soil test results.
 6. Weight of Agricultural Gypsum per 1000 Sq. Ft. (92.9 Sq. m): Application of Agricultural Gypsum dependent upon lab soil test results.
 7. Volume of Sand Plus 10 Percent Diatomaceous Earth/ Zeolites per 1000 Sq. Ft. (92.9 Sq. m): Application of Diatomaceous Earth/ Zeolites dependent upon lab soil test results.
 8. Weight of Bonemeal per 1000 Sq. Ft. (92.9 Sq. m): Application of Bonemeal dependent upon lab soil test results.
 9. Weight of Superphosphate per 1000 Sq. Ft. (92.9 Sq. m): Application of Superphosphate dependent upon lab soil test results.
 10. Weight of Commercial Fertilizer per 1000 Sq. Ft. (92.9 Sq. m): Application of Commercial Fertilizer dependent upon lab soil test results.
 11. Weight of Slow-Release Fertilizer per 1000 Sq. Ft. (92.9 Sq. m): Application of Slow-Release Fertilizer dependent upon lab soil test results.

PART 3 - EXECUTION

3.1 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Roll and rake, remove ridges, and fill depressions to meet finish grades.

Ball Field Renovations at
Salway Sports Complex

SECTION 02313- BALLFIELD INFIELD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Item.
- B. The following items contain requirements that relate to this Item:
 - 1. Topsoil
 - 2. Turf Seeding
 - 3. Ballfield Backstop and Player Fences
 - 4. Site Furnishings

1.2 SUMMARY

- A. This Section includes the following:
 - 1. New Ballfield Clay (as needed)for infields of ballfields.

1.3 DEFINITIONS

- A. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing ballfield clay.

1.4 SUBMITTALS

- A. Product Data: For ballfield clay.
- B. Product Certificates: For ballfield clay, signed by product provider, and complying with the following:
 - 1. Meets requirements for specified use.
 - 2. Free of weed seed and debris.
 - 3. Has been analyzed by certified soils lab and required characteristics have been met.
- C. Material Test Reports.

PART 2 - PRODUCTS

2.1 BALLFIELD CLAY

- A. Manufacturer: Alvis Materials (or an approved equal), P.O. Box 243, Miamitown, Ohio 45041, Telephone number (513) 353-3333.

Ball Field Renovations at
Salway Sports Complex

SECTION 02821 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Poly Vinyl Chloride (PVC) coated chain link fabric with PVC color coated galvanized steel framework and accessories for commercial or industrial applications.

1.2 SECTION REQUIREMENTS

- A. Submittals: Product Data.

1.3 RELATED SECTIONS

- A. Cast-In-Place Concrete

1.4 REFERENCES

- A. ASTM A36 Standard Specification for Carbon Structural Steel
- B. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-dip Galvanized Coatings.
- C. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Bars, Rods, Wire Profiles and Tubes.
- D. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- E. ASTM F567 Standard Practice for Installation of Chain Link Fence
- F. ASTM F626 Standard Specification for Fence Fittings
- G. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric
- H. ASTM F934 Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials
- I. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
- J. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- K. ASTM F1664 Standard Specification for Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used With Chain Link Fence
- L. ASTM F1665 Standard Specification for Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Barbed Wire Used With Chain Link Fence

Ball Field Renovations at
Salway Sports Complex

B. Posts and Rails: Steel pipe as follows:

1. Line or Intermediate Posts: 2-7/8-inch OD.
2. End, Corner, and Pull Posts: 4-inch OD.
3. Top Rails, Bottom Rails and Center Rails: 1-7/8-inch OD.
4. Swing-Gate Posts: 4-inch OD.
5. Swing-Gate Frames: 1-9/10-inch OD.
6. Finish matching fence fabric.

2.4 FITTINGS

- A. All fittings to be PVC thermally fused color coated having a minimum thickness of 0.006" per ASTM F626. PVC color to match fabric and framework. Moveable parts, nuts and bolts to be field coated with PVC liquid touch up after installation.
- B. Post caps: ASTM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. When top rail is specified provide line post loop tops to secure top rail.
- C. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- D. Top rail sleeves: 7" (178 mm) galvanized steel sleeve per ASTM F626.
- E. Wire ties: 9 gauge galvanized steel wire for attachment of fabric to line posts and rails. Tie wire PVC coated and in compliance with ASTM F626. Color to match fabric color.
- F. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge pressed steel by 3/4" formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" galvanized carriage bolt and nut.
- G. Tension (stretcher) galvanized steel bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
- H. Truss rod assembly: Galvanized steel minimum 5/16" diameter truss rod with pressed steel tightener, in accordance with ASTM F626
- I. Carriage bolts and nuts: Galvanized of commercial quality

2.5 POST SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 - EXECUTION

3.1 SITE EXAMINATION

- A. Verify areas to receive fencing are completed to final grade.

Ball Field Renovations at
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SECTION 02822 – BALLFIELD BACKSTOP, PLAYER PROTECTION FENCES, AND PLAYER'S EQUIPMENT FENCE.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Poly Vinyl Chloride (PVC) coated chain link fabric with PVC color coated galvanized steel framework and accessories for ball field applications.

1.2 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Shop Drawings: Ballfield Backstop

1.3 RELATED SECTIONS

- A. Chain Link Fences and Gates
- B. Cast-In-Place Concrete

1.4 REFERENCES

- A. ASTM A36 Standard Specification for Carbon Structural Steel
- B. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-dip Galvanized Coatings.
- C. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Bars, Rods, Wire Profiles and Tubes.
- D. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- E. ASTM F567 Standard Practice for Installation of Chain Link Fence
- F. ASTM F626 Standard Specification for Fence Fittings
- G. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric
- H. ASTM F934 Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials
- I. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
- J. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

Ball Field Renovations at
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2.3 PVC COLOR COATED STEEL FENCE FRAMEWORK

- A. Steel pipe Type II: Cold formed electric resistance welded steel pipe complying with ASTM F1043 Group IC having minimum steel yield strength of 50,000 psi. External protective coating F1043 Type B, 0.9 oz/ft² minimum hot-dip zinc coating plus a chromate conversion and a clear polymer coating, plus a minimum 10 mil thermally fused PVC color coating in accordance with F1043. Internal coating F1043 Type D, 81% nominal zinc pigmented coating minimum 3 mils thick or Type B, minimum 0.9 oz/ft² zinc.
- B. Pipe End and Corner Post: As noted on the drawings.
- C. Pipe Line Post: As noted on the drawings.
- D. Pipe Rail and Braces: As noted on the drawings.
- E. Finish matching fence fabric.

2.4 FITTINGS

- A. All fittings to be PVC thermally fused color coated having a minimum thickness of 0.006" per ASTM F626. PVC color to match fabric and framework. Moveable parts, nuts and bolts to be field coated with PVC liquid touch up after installation.
- B. Post caps: ASTM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. When top rail is specified provide line post loop tops to secure top rail.
- C. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- D. Top rail sleeves: 7" (178 mm) galvanized steel sleeve per ASTM F626.
- E. Wire ties: 9 gauge galvanized steel wire for attachment of fabric to line posts and rails. Pre-formed hog ring ties to be 9 gauge galvanized steel or aluminum for attachment of fabric to tension wire. Tie wire and hog rings PVC coated and in compliance with ASTM F626. Color to match fabric color.
- F. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge pressed steel by 3/4" formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" galvanized carriage bolts and nuts.
- G. Tension (stretcher) galvanized steel bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
- H. Truss rod assembly: Galvanized steel minimum 5/16" diameter truss rod with pressed steel tightener, in accordance with ASTM F626
- I. Carriage bolts and nuts: Galvanized of commercial quality

2.5 POST SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 4,000 psi.

Ball Field Renovations at
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3.4 SITE CLEAN UP

- A. Clean up area adjacent to fence line from debris and unused material created by fence installation.

END OF SECTION 02822

Ball Field Renovations at
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- c. Mounting: Embedded
 - d. Description: This rubber plate features beveled edges for increased safety and protection. Effectively secure the base to the field with the 5 metal stakes that are included. Material: Heavy-duty rubber. Features beveled edges for increased safety. Includes 5 metal stakes for securing the base.
 - e. Product not supplied by owner.
- B. Steel: Free from surface blemishes and complying with the following:
- 1. Plates, Shapes, and Bars: ASTM A 36.
 - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53, or electric-resistance-welded pipe complying with ASTM A 135.
 - 3. Tubing: Cold-formed steel tubing complying with ASTM A 500.
 - 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 569 and complying with dimensional tolerances in ASTM A 500; zinc coated internally and externally.
 - 5. Sheet: Commercial steel sheet complying with ASTM A 569.
 - 6. Perforated Metal: From steel sheet not less than 0.0897-inch nominal thickness; manufacturer's standard perforation pattern.
- C. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or non-corrodible materials; commercial quality; tamperproof, vandal and theft resistant; concealed, recessed, and capped or plugged. Provide as required for site and street furnishings' assembly, mounting, and secure attachment.
- 1. Antitheft Hold-Down Brackets: For securing site furnishings to substrate; extent as indicated on Drawings.
- D. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
- 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent, not less than 0.3-mil-thick, zinc pigmented coating.
 - 2. Hot-Dip Galvanizing: According to ASTM A 123, ASTM A 153, or ASTM A 924.

2.2 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted.

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3.3 CLEANING

- A. After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

END OF SECTION 02870

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- J. Peat Mulch: Peat moss in natural, shredded, or granulated form, of fine texture, with a pH range of 4 to 6.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Planting Soil: Mix soil amendments and fertilizers with clean topsoil at the following rates.
1. Apply superphosphate fertilizer directly to subgrade before loosening.
 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 3. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Loosen subgrade, remove stones, sticks, and other extraneous materials. Spread planting soil mixture in two layers to thickness, grades, and elevations shown.
- C. Grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Remove trash, debris, and stones. Moisten before planting.

3.2 PLANTING

- A. Seeding Lawns: Evenly distribute seed by sowing with a spreader or a seeding machine. Rake seed lightly into top 1/4 inch of soil, roll lightly, and water with fine spray. Protect seeded areas by spreading straw mulch at rate of 2 tons/acre and anchor by crimping into topsoil.
1. Seeding Rate: 4 lb/1000 sq. ft.
- B. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off Owner's property.

3.3 LAWN RENOVATION

- A. Renovate existing lawn.
- B. Renovate existing lawn damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
1. Reestablish lawn where settlement or washouts occur or where minor regrading is required.
- C. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.
- D. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

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SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, concrete mix designs and laboratory test reports.
- B. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
- C. Engage a qualified independent testing agency to design concrete mixes.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Steel Welded-Wire Fabric: ASTM A 185, flat sheets not rolls.
- D. Portland Cement: ASTM C 150, Type I or II.
- E. Fly Ash: ASTM C 618, Type C or F.
- F. Aggregates: ASTM C 33, uniformly graded.
- G. Air-Entraining Admixture: ASTM C 260.
- H. Vapor Retarder: Reinforced polyethylene sheet, ASTM E 1745, Class C.
- I. Liquid Membrane-Forming Curing Compound: ASTM C 309, clear, Type I, Class B, waterborne.
- J. Joint-Filler Strips: ASTM D 1751, cellulosic fiber, or ASTM D 1752, cork.
- K. Repair Topping: Factory-packaged, portland or blended hydraulic cement-based, polymer-modified, self-leveling traffic-bearing topping with minimum 28-day compressive strength of 5700 psi.

2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
 - 1. Compressive Strength: 4000 psi at 28 days unless noted otherwise.
 - 2. Exterior Flatwork Compressive Strength: 4500 psi at 28 days.
 - 3. Footings Compressive strength: 4000 psi at 28 days
 - 4. Slump Limit: 4 inches at point of placement.

Ball Field Renovations at
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SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS

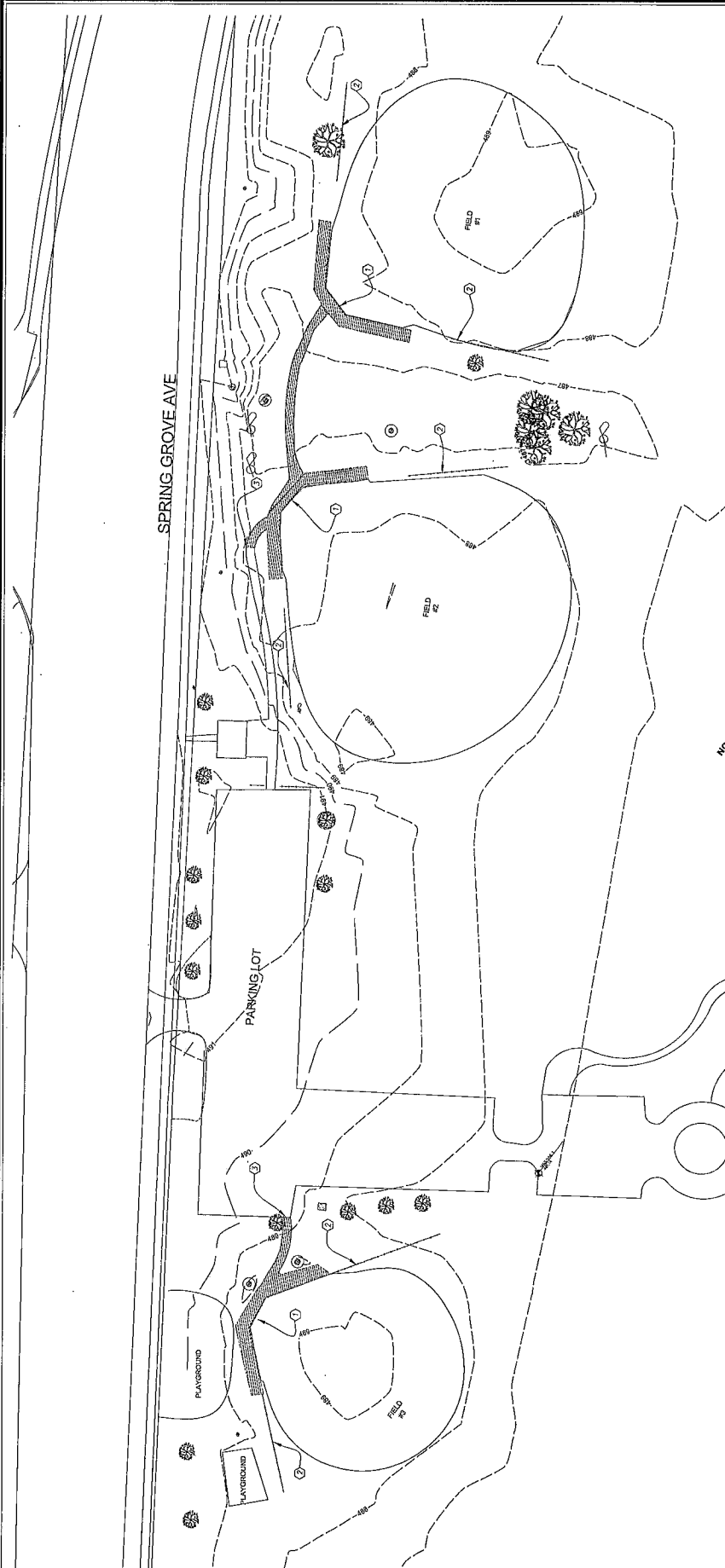
- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Elastomeric Sealants: Comply with ASTM C 920.
 - 1. Single-component, neutral-curing silicone sealant, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O. For general exterior use.
 - 2. Single-component, pourable urethane sealant, Type S; Grade P; Class 25; Uses T, M, G, A, and O. Use for exterior traffic-bearing joints.
 - 3. Single-component, mildew-resistant silicone sealant, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide. Use for interior sealant joints around plumbing fixtures.
- C. Latex Sealant: Single-component, non-sag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C 834. For interior use only at perimeters of door and window frames.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with ASTM C 1193.

END OF SECTION 07920

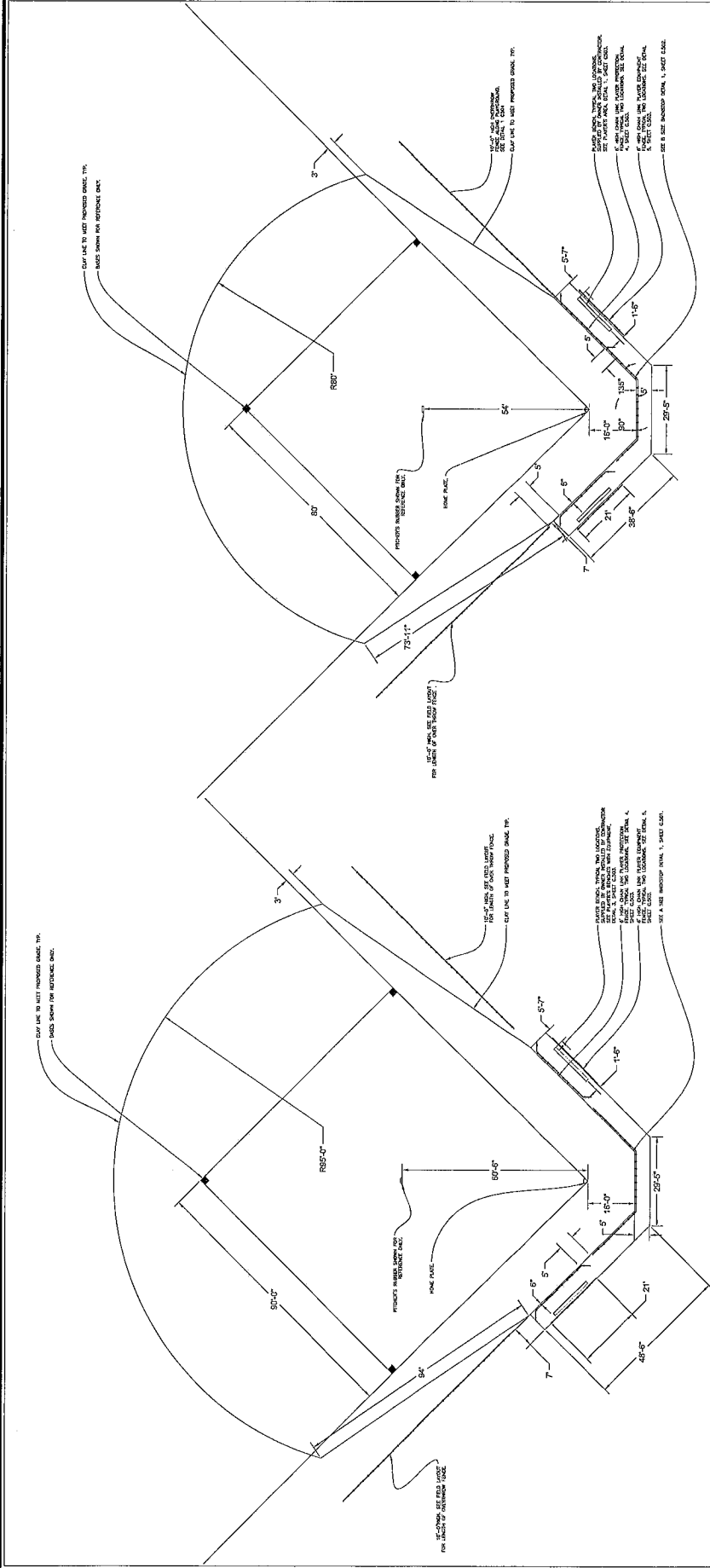


- CODING NOTES
1. REMOVE EXISTING BACKSTOP COMPLETELY INCLUDING FOOTERS.
 2. REMOVE EXISTING OVERTHROW FENCE COMPLETELY INCLUDING FOOTERS.
 3. REMOVE CONCRETE BEHIND BACKSTOP INCLUDING BENCHES TO LIMITS SHOWN. SAWCUT AT CLOSEST JOINT.

DENOTES AREA TO BE SAWCUT
AND REMOVED.

- GENERAL NOTES**
- FIELD #4 (NOT SHOWN) IS NOT BEING REMOVED.
 - ALL EXISTING UTILITY PLACEMENTS, PROPER PROCEDURES TO BE EMPLOYED FOR EROSION CONTROL AND SEEDING. SPECIFICATIONS FOR DETAILS.
 - CONTRACTOR SHALL PROVIDE ANY NEEDED TILL MATERIALS FROM OFF-SITE TO FILL POST HOLES OR COVER UP. DO NOT LEAVE OPEN HOLES.
 - EQUIPMENT AND MATERIALS ARE NOT TO BE STORED ON PARKING LOT OR PLANTING AREA.
 - CONTRACTOR SHALL CLEAN DEBRIS, MUD, GRAVEL, ETC. ADJACENT THE FIELD AREA. CONTRACTOR SHALL CLEAN DEBRIS, MUD, GRAVEL, ETC. ADJACENT THE RESPONSIBLE AREA.
 - CONTRACTOR RESPONSIBLE FOR DAMAGE TO PARKING LOT CAUSED BY THEIR USE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION.
 - ALL CONCRETE PILES MUST COMPLY WITH CURRENT AASHTO STANDARDS.
 - REMOVE ALL SIGNS FROM BACKSTOP AND STORE FOR USE ON NEW BACKSTOPS AS DIRECTED.



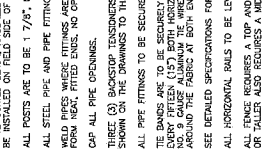


B-SIZE FIELD PLAN
SCALE: 1/16" = 1'-0"

A-SIZE FIELD PLAN
SCALE: 1/16" = 1'-0"

- GENERAL NOTES
- CONTRACTOR MUST GET APPROVAL OF PROJECT ENGINEER FOR PROPOSED CONCRETE JOINT LAYOUT AROUND BACKSTOP.
 - CONTRACTOR IS RESPONSIBLE FOR PROPER DRAINAGE OF SITE.
 - ALL CONCRETE PATHS MUST COMPLY WITH CURRENT ADA STANDARDS.
 - SEE FIELD #1 AND #2 LAYOUT SHEET 401 AND FIELD #3 LAYOUT SHEET 402 FOR OVERFLOW FENCE DIMENSIONS.

NOTE:
PLAYER'S BENCHES (6 TOTAL)
SUPPLIED BY CRC.

[illegible]

4 - SUPPLEMENTAL DATA

4.1.7 DATA TO BE FURNISHED SALE AND Where a reference specification and this specification disagree, this specification shall govern.

Form numbers refer to forms issued by the City of Cincinnati, Division of Purchasing, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202. Copies available upon request.

Revised Code refers to the Revised Code of the State of Ohio.

Cincinnati Municipal Code refers to the Cincinnati Municipal Code.

Building Code refers to code issued by the Department of Buildings and Inspections, 3300 Central Parkway, Cincinnati OH 45225.

NIOSH means National Institute of Safety and Health, Cincinnati, Ohio 45202.

State of Ohio Specifications refers to the Construction and Material Specifications issued by the State of Ohio, Department of Transportation.

Supplement of State of Ohio Specifications refers to the City of Cincinnati Supplement to the State of Ohio Department of Transportation, Construction and Material Specifications, issued by the Department of Transportation and Engineering.

1.6 DEFINITIONS

Following meanings of words and phrases shall apply:

Attachments

Includes all outside steps, coal holes, walks, garages, basement entrances, porches, sheds, fences (excepting property line fences) trellises, etc., on the premises on which the building being moved or razed is located.

MOVING OF BUILDINGS OR STRUCTURES

1. GENERAL REQUIREMENTS

1.1 SCOPE

This specification covers the sale and razing and/or the sale and moving of buildings and structures together with all attachments located on the premises.

1.2 SUPPLEMENTAL DATA (Data to be furnished by City Requisitioning Department)

Refer to Section 4 for Supplemental Data.

1.3 SPECIFIED

Specified herein means Specified in the invitation to bid and/or order or contract.

1.4 SHALL, MUST, IN ACCORDANCE WITH, ETC.

These and similar words are deleted for conciseness; however, they shall apply.

1.5 REFERENCES TO OTHER SPECIFICATIONS

Latest revision in effect on the date of the bid document governs, except as modified herein.

1.6 DEFINITIONS (continued)

Building Inspector

The building inspector of the City of Cincinnati, Department of Buildings and Inspections, Division of Safety and Maintenance, authorized to inspect buildings.

City

The City of Cincinnati acting through the designated representative of the City Manager, or independent board or commission and the head of the department or division under whose direction the work is being performed.

City Engineer

Head of the Department of Transportation and Engineering.

City Traffic Engineer

Head of the Traffic Engineering Division.

City Inspector

The City's representative authorized to make inspections of the work and contract performance.

Contractor

Organization identified as such in the Contract, means the Contractor, its Subcontractors, and its authorized representative.

Independent Board or Commission

In the event that this contract is entered into on behalf of an independent board or commission, such as the Board of Park Commissioners, Public Recreation Commission, Board of Health, City or City Manager shall mean whatever independent agency is concerned, acting through its president.

Removal

The work embraced by either moving or razing operations as applicable.

Subcontractor

Person or organization that has a contract with the Contractor or another Subcontractor to perform a portion of the work included in the Contract who prior to such performance received the written approval of the City.

Superintendent

A superintendent of a division or a department head (Director) acting under the direction of the City Manager or independent board or commission.

1.13 SUBCONTRACTORS

The Contractor, as soon as practicable after the award of a Contract, shall complete a Subcontractor Approval Form and submit to the City for acceptance for all Subcontractors proposed for any portions of the work.

The City will promptly notify the Contractor in writing if the City, after due investigation, has reasonable objection to and does not approve any Subcontractor. The Contractor shall not enter into a subcontract until after the City has approved the Subcontractors.

The Contractor's request to the City for the approval of any proposed Subcontractor shall be accompanied by a written statement containing such information as the City may require, including but not limited to, experience, ability, responsibility, references, compliance with law, and any other criteria pertinent to the work of the proposed Subcontractor and the scope of the subcontract.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract.

Nothing contained in the Contract shall create any contractual relations between any Subcontractor and the City.

1.13 SUBCONTRACTORS (Continued)

Rental of equipment either with or without an operator in connection with the performance of the work under this Contract shall not be considered subcontracting if the Contractor maintains full supervision and control over its operation and the operator's wages.

Whether the contract is sublet or whether hired equipment is engaged under this Contract, it shall be the Contractor's responsibility to fulfill all the terms of the Contract and provide satisfactory evidence that the prevailing wage rates, if such are required by the contract, are being paid to all personnel engaged on the site, whether his own, those of a Subcontractor, or anyone directly or indirectly employed by either the Contractor or Subcontractor.

Contractor shall provide five (5) days notice to the City of its intent to rent equipment, providing information regarding said equipment and its operators as the City may require.

1.14 ALTERATIONS AND MODIFICATIONS OF CONTRACT

Make no alterations or modifications which affect the character of the work and for which the contract has no unit prices until (1) Contractor submits a written, signed quotation for the work to the Agency for which work is being performed, and (2) such additional work is authorized by issuance by the Division of Purchasing of an official change order. Inspectors have no authority to permit any deviation from the plans or specifications except on the written order of the City.

In the event two or more buildings are included in any single contract item, the Contractor shall within five (5) days after notification of the award of this contract submit to the City agency for which the work is to be performed a Detailed Cost Breakdown which shall include the cost of razing and/or cost of removal and site clearance for each building included in any such contract item.

Contractor agrees that the City shall have the right to delete from the contract any item or any building included under any item because of a change in circumstances, and to reduce the amount of the Contract by the price stated for the item or building.

1.15 PERMITS

The Department of Buildings and Inspections will not issue a permit to demolish any building, structure, facility or installation by governmental action until:

(a) A certified independent testing agency has identified suspect materials indicating the positive or negative presence of asbestos or other hazardous materials from the designated demolition site and submits a mandatory written notification to the Ohio EPA and the City of Cincinnati.

(b) An independent Contractor, certified to remove asbestos or other hazardous materials in accordance with the Ohio EPA requirements obtains the proper permits and removes the asbestos and other hazardous materials from the site in accordance with the safety requirements of OSHA and the Ohio EPA and provides written notification of completion to the City of Cincinnati.

Only then will the official notice to begin demolition be issued by the City to the contractor.

EXCEPTION

In residential buildings containing not more than four dwelling units the mandatory notification to the Ohio EPA is not required. (See also section 2.21 regarding OSHA).

1.16 LOCAL HEADQUARTERS

Establish and maintain a local area headquarters where Contractor can be readily reached by local telephone service and by the United States Postal Service.

the right, in addition to any other rights and remedies provided by the contract or by law, after three (3) days written notice to the Contractor mailed or delivered to the last known address of the latter, (a) suspend the work, (b) to perform and furnish through itself or through others any such labor or materials for the work and to deduct the cost thereof from monies due or to become due to the Contractor under this Contract, and/or to terminate the Contract for all or any portion of the work, enter upon the premises and take possession, for the purpose of completing the work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Contractor hereby transfers, assigns and sets over to the City for such purpose, and to employ any person or persons to complete the work and provide all the labor, services, materials, equipment and other items required therefore.

In case of such termination of the Contract, the Contractor shall not be entitled to receive any further payment under this Contract until the work shall be finally completed to the satisfaction of the City and shall have been accepted by the City at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the City in completing the work, such excess shall be paid by the City to the Contractor. If such cost and expense shall exceed such unpaid balance, then the Contractor shall pay the difference to the City. Such cost and expense shall include, not only the cost of completing the work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, including legal fees and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

In the event this Contract, or any alteration or modification thereof, is thus terminated, the Contractor shall not be entitled to claim or receive any compensation or damages for not being allowed to proceed.

1.21 RISKS FOR DELAYS

The Contractor agrees to take the risk of any and all delays arising from the nature of the work or from any casualty, obstructions or difficulties which may be encountered during the work.

Any claim for delay will be rejected unless the Contractor presents clear and convincing evidence that the cause of the delay was within the control of the City.

Compensation, if any, for delay shall not include any overhead, indirect costs or loss of anticipated profits.

1.22 INCOMPETENT WORKERS

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the City Inspector does not perform his or her work in a proper and skillful manner or is intemperate or disorderly shall, at the written order of the City Inspector be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the person who made the order.

1.22 INCOMPETENT WORKERS (Continued)

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City may withhold all payments, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

1.23 SANITARY REGULATIONS

Take necessary measures to assure sanitary conditions.

Provide and maintain necessary sanitary conveniences for use of employees on the work, properly secluded from public observation, at such points as shall be approved, and their use shall be enforced.

1.24 PRIORITY OF WORK

Any function of the City relative to health, safety, or welfare of the public shall take priority, and the Contractor shall arrange his work schedule accordingly.

1.25 SCOPE OF PAYMENTS

Prices in the contract include all risk of delay, damage and destruction from all causes whatsoever; all labor, material, and transportation; and all other work, equipment, and expenses of whatever nature necessary or incidental to the performance, completion and maintenance, in perfect condition of the work herein specified during the progress of and until completion and final acceptance of same.

2- DETAILED REQUIREMENTS

2.1 SCOPE OF OPERATION

Furnish all necessary labor, tools, equipment, appliances and facilities to move or raze the buildings or structures, as specified, together with all attachments located on the premises, including all required backfill and restoration.

2.2 TYPE OF OPERATION

2.2.1 Razing

When razing is specified, demolish building or structure on the site.

A permit to move the building intact will not be issued.

2.2.2 Moving

When moving is specified, remove building or structure from the site as a unit or in sections.

2.11 EXTENSION OF TIME - EXCUSABLE DELAYS

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages because of delays in the completion of the work due to any of the following:

Acts of the Federal Government, including controls or restrictions upon the use or obtaining of materials, equipment, tools or labor essential to completion of the work, by reasons of war, national defense, or any other national emergency.

Acts of the City, including but not limited to changes in the method of performing the work or the scope of work covered by the Contract, upon order of the City.

2.11 EXTENSION OF TIME - EXCUSABLE DELAYS

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control of, and through no fault, or negligence of, the Contractor, such as the discovery of asbestos or other hazardous materials.

This shall include, but not be restricted to, acts of God or the public enemy; freight embargoes, court actions; acts of another contractor in the performance of some other contract with the City; fires, floods, epidemics, quarantine, strikes, weather of unusual occurrence such as tornadoes, and weather of unusual severity for the season which directly affects or prohibits the work under the Contract.

Any delay of any Subcontractor occasioned by any of the causes specified in of this section.

Provided, however, that the Contractor notifies the City in writing within three (3) days from the beginning of any such delay and details the causes of the delay.

Upon receipt of such notification the City shall ascertain the facts and the cause and extent of the delay. If, in the opinion of the City, the delay is properly excusable based on the facts and the terms of the contract, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

It is further agreed that the foregoing occurrences shall not result in any claim for damages or contract adjustment other than extension of time.

2.12 SEQUENCE OF WORK

The City reserves the right to designate the sequence in which the removal operations are to be carried out.

2.13 STREET SPACE - PARKING PROVISIONS

Wherever parking meters are installed adjacent to the buildings to be removed, the City will remove the parking meter heads and erect No Parking signs.

By reason of such removal, the parking lanes adjacent to the buildings may be used for parking of the contractor's trucks and equipment only. Parking of any privately owned vehicle of the Contractor, his employees, or others is strictly prohibited.

Unless otherwise specified, no street space will be reserved for the use of power equipment.

2.14 SAFETY REQUIREMENTS

2.14.1 Maintenance Safe Work Site

At all times conduct the work safely and assure a safe work site, being responsible for the safety of the Contractor's employees, agents and subcontractors, City personnel and all other personnel or persons at the work site.

Be responsible for the adequacy and safety of all methods or procedures and the safe prosecution of the work.

2.14.1 Maintenance Safe Work Site (Continued)

Conduct the work and keep the work site in compliance with federal, state and local safety laws and regulations, including but not limited to Occupational Safety and Health Administration (OSHA) requirements.

Abide by the specific safety requirements relating to building and construction as set forth in Section 4121: 1-3-01 to 23 of the Ohio Administrative Code and latest revisions thereto (formerly Chapter IC-3 of the Industrial Commission of the State of Ohio), and comply all laws, City ordinances, Cincinnati Municipal Code, and Building Code regulations.

Special attention shall be paid to those pertaining to Erection of Barricades; Temporary and Covered Walks; Outrigger Scaffolds; Supporting Streets, Alleys and Abutting Property; Guide Ropes and Material Hoists; Watchmen; Red Lights; Removal and Alteration of Temporary Structures; Noises at Night; Debris to be Dampened; Protection of Workmen; and Shoring.

Reference to Safety Measures in the Supplemental Specification for each item shall be understood to apply only to Erection of Barricades, Temporary or Covered Walks, Outrigger, Scaffolds, and Supporting Streets, Alleys, and Abutting Property and shall in no way relieve the Contractor from compliance with the other requirements of the Building Code.

- Establish decontamination procedures for personnel and equipment (hazardous waste or material sites only).
- Set forth the site's Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized and where a checklist can be used.

Site Safety Plan (Continued)

The procedures should be:

- Prepared in advance.
- Based on the best available information, operational principals, and technical guidance.
- Field-tested by qualified health and safety professionals, and revised as appropriate.
- Appropriate to the types of risk at that site.
- Formulated to be easy to understand and practice.
- Provided in writing to all site personnel, who should be briefed on their use.
- Included in training programs for site personnel.
- Set forth a Contingency Plan for safe and effective response to emergencies.
- In addition, any safety information or documentation shall be supplied to the City Inspector which is required under law to be filed with any state or federal agency.
- A copy of the Site Safety Plan shall at all times be present at the work site.

2.14.6 Violations

In the event of failure or refusal of the Contractor to immediately comply with all Safety Protection provisions set forth or referred to herein and/or instructions and directives of the City in relation to the manner, method, or sequence of work, all work under the contract shall be ordered stopped by the Inspector and shall not proceed until full compliance has been assured, and then only with full time inspection service assigned by the City until the balance of the work involved has been completed.

Whenever it is found necessary to so provide for full time inspection of the razing operations, it is understood and agreed that the Contractor shall pay all costs entailed in connection with providing said full time inspection.

Any violation of the Safety Protection provisions set forth shall be subject to Section 1101-35.1 of the Building Code.

2.15 MAINTENANCE OF VEHICULAR TRAFFIC

If in carrying out the work it is necessary to extend on to the sidewalk, street, or highway, the requirements of Item 614, Maintaining Traffic in the Ohio Department of Transportation Construction and Material Specifications and the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways current edition, latest revision shall apply.

In addition the following specific conditions shall apply:

The Contractor will be required on interim and permanent basis, to provide, erect, maintain (in proper position, clean, legible and good working condition), and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic, which also includes all advance warning signing and regulatory signs. All signs shall be reflectorized or illuminated. Type B flashing barricade warning light shall be installed with every advance warning and traffic control device.

The standard device for closing any lanes to traffic shall be properly weighted, reflectorized, 30 or 55 gallon drums. Tapers for lane closures shall have reflectorized drums spaced 50 feet apart with construction arrows (OW-138) mounted on the first, fifth, and last drums.

2.15 MAINTENANCE OF VEHICULAR TRAFFIC (Continued)

An electric flashing arrow board of a type shown on Standard Construction Drawing TC-35.10 shall be installed in each taper closing a lane to traffic, centered in the closed lane.

Type C steady burning barricade warning lights shall be installed every 150' in the tapers for nighttime lane closures.

Before work begins, the Contractor shall submit to the City's representative the names and telephone numbers of a person or persons who can be contacted 24 hours a day by the City and all interested police agencies. This person or persons shall be responsible for placing or replacing necessary traffic control devices to maintain the traveled pavement safely.

The Contractor shall give at least seven (7) days notice to the City's representative prior to the closure of any lane.

All vehicles, equipment, workers, and their activities are restricted at all times to one side of the pavement, unless otherwise approved by the Engineer. Vehicles and equipment shall always move with, and not across or against, the flow of traffic. Vehicles and equipment shall not park or stop except within designated areas, and shall enter and leave work areas in a manner which will not be hazardous to, or interfere with, the normal flow of traffic. Personal vehicles will not be permitted to park within the right-of-way, except in specific areas designated by the City's representative.

2.19.2 Common Wall in Frame Buildings

Where common walls are encountered in frame buildings, remove all lath and plaster from the exposed side of the common wall.

Any joists extending beyond the building line shall be cut off square.

Any loose joists in the remaining building shall be securely nailed.

Building paper shall be nailed over the exposed studs and one half inch pressure treated exterior grade plywood shall be applied over the building paper.

All edges shall be nailed on six-inch centers around the perimeter and on 12 inch centers interior.

Use galvanized nails on plywood.

2.19.3 Common Walls and Chimneys in Brick Buildings

Where common walls and chimneys are encountered in brick buildings, remove all plaster from the wall, all joists sockets, and openings shall be bricked up and mortared.

One 3/8 inch coat of cement plaster (stucco) shall be applied over the dampened common wall.

2.19.4 Party Walls

Where party walls are encountered, the owner of the abutting building is responsible for any repairs which may be necessary to make the building weather tight and safe.

Apply either sheet plastic or building paper with wood strips to afford temporary protection from rain and snow.

2.20 RESTORATION OF AREA

Contractor is responsible for restoration of any damage caused by his operations to streets, curbs, or sidewalks, retaining walls, or other existing soil retention facilities on public or private properties.

Start of wrecking operations shall be considered as acceptance of streets, sidewalks, and curbs in good condition except where documented by the Contractor with notice to the City.

Unless otherwise specified, leave sites in a clean, uniformly graded, and free draining condition, free of all surface stone and brick.

Seed with following mixture:

30 percent each of perennial rye, annual rye, Kentucky 31 fescue;

10 percent Kentucky blue grass;

Cover entire site with straw.

2.21 REMOVAL AND DISPOSAL OF ASBESTOS AND OTHER MATERIALS AND DEBRIS

Demolition shall not begin until the procedures required to obtain a permit (see Section 1.15) have been completed.

The Contractor shall then warrant and agree in writing that any hazardous materials removed from the site has been performed in a manner that complies with the government agencies requirements.

If during a demolition project the Contractor discovers any suspect asbestos containing material that had been previously certified as being of negative presence, the Contractor shall immediately suspend all demolition operations and notify the City. The demolition Contractor may resume operations only after these procedures have been completed.

After the completion of the demolition the Contractor shall remove and dispose of all trash, lumber, and other materials to an approved dumping site.

Select and reserve approved materials for fill.

In accordance with the Ohio EPA, use groups R3, R4, and not more than four dwellings in R2 are exempt from the National Emission Standards for Hazardous Air Pollutants, (NESHAP) but all demolition projects are subject to the safety procedures as required by OSHA.

Specific site related conditions or requirements relating to prior asbestos and hazardous material testing or abatement may be included in the supplemental data.

2.22 COMBUSTIBLE MATERIAL BURNING REGULATIONS

Open burning of combustible building material is prohibited.

Fires for the warmth of workmen are permitted, if clean fuels are used.

Such fires shall not constitute a nuisance.

Before final payment will be released (1) the Contractor shall have furnished evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the work, and (2) the Contractor shall have executed and delivered in a form satisfactory to the City. Should there prove to be any such claim, obligation or lien after final payment is made, the Contractor shall refund to the City all monies that the City shall pay in satisfying, discharging or defending against such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If requested by the City, Affidavit Form 104 or 104F must be supported by a certified copy of the detailed payroll record for the questioned period or periods. If requested by the City, Form 66 must be supported by affidavits from all Subcontractors and Suppliers.

The City may withhold payment or any estimate if (1) either of the Affidavits and/or the certified payroll records have not been submitted, or (2) if the Prevailing Rate of Wages have not been met.

3.5 FINAL COMPLETION AND FINAL PAYMENT

The City shall have the right to withhold from payments if any of the following occur: (1) evidence of non-payment for any labor, services, materials, equipment, taxes, fuel, other necessary items, or obligations incurred in connection with the work, (2) any claim or lien filed as a result of non-payment for any of the foregoing, (3) any claim or lien for which the City might become liable and which is chargeable to the Contractor, (4) if the Contractor, any Subcontractor or any person under them causes damage to the work or any other work on the project, or (5) if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this contract.

The City shall have the right to withhold from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge, and/or defend against any claim, lien, action which may be brought against it, or judgment which may be recovered thereon (2) make good any such non-payment, damage, failure or default, and (3) compensate the City for and indemnify it against any and all losses, liability, damages, costs, and expenses. This includes legal fees and disbursements which may be sustained or incurred by either the City or the Contractor. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes.

If the amount withheld is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the City.

No payment, final or otherwise, made under or in connection with this Contract shall be conclusive evidence of the performance of the work or of this Contract, in whole or in part, and no such payment shall

be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Contract; nor shall entrance and use by the City constitute acceptance of the work or any part thereof.

3.6 REMOVAL OF SIGNS

Prior to the date of final payment to the Contractor, all of the Contractor's signs of any kind shall be removed from the premises.

3.7 TAXES

While the City is generally exempt from State and Federal taxes as stated elsewhere in this document, the City will pay taxes which are included in the bidder's quotation for which exemption does not apply.

It shall be understood that prices quoted include all taxes for which the Contractor may be liable.

4 - SUPPLEMENTAL DATA

(For Use By City Requisitioning Department Only)

The following Supplemental Data must be specified by the Requisitioning Department:

- 4.1** If Cut and Fill Permit is required.
- 4.2** Availability of Building or Structure if other than specified in Paragraph 2.3.
- 4.3** Reserved Material (See Paragraph 2.5).
- 4.4** Completion Time if other than specified in Paragraph 2.9.
- 4.5** Hand Wrecking, if required (See Paragraph 2.16).
- 4.6** Extent of Removal, if other than specified in Paragraph 2.17.
- 4.7** Filled Basement, if other than required in Paragraph 2.18.
- 4.8** Sodding or Seeding, if required (See Paragraph 2.20).
- 4.9** Other Supplemental Data as required.

Note: When preparing specifications, contact Traffic Engineering Division, Detour and Construction Section, 352-6229 for any special traffic notes pertaining to your specific demolition project.

MINORITY AND WOMEN BUSINESS PROGRAM
SUBCONTRACTOR UTILIZATION PLAN

MBE AND WBE PARTICIPATION
COMMITMENT FORMS

Name of Bidder (Proposer) Logan Creek LLC.
Address 11360 US 50 North Bend OH 45052
Contracting Agency: CRC
Contract (Project) Title: Ballfield Renovations At Salway Sports Complex
Contract Number or Bid Reference Number: 161C 929034
Bid Due Date: 7/22/2014
The MBE goal is 17 % The WBE goal is 5%

THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Department of Economic Inclusion
Two Centennial Plaza, Suite 610
805 Central Avenue
Cincinnati, Ohio 45202
(513) 352-3144

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (C.M.C 324-17(a))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 100% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Form 2004-1M/WBE: Statement of Intent to Self-Perform.**

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to



City of Cincinnati
SUBCONTRACTOR M/WBE UTILIZATION PLAN
Bid Reference No. 161C929034

Form 2003-1M/WBE
(SUBMIT WITH
BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION: Ball Field Renovation At Salway Sports Complex	DATE SUBMITTED: 7/26/10	TOTAL CONTRACT VALUE \$: 197,000
COMPANY NAME: Logan Creek LLC.	ADDRESS/TELEPHONE: 11300 0350 North Bend OH 45052	513 310-6987
FEDERAL TAX ID#:		

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM(S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)
The Fence Company 807 Loveland Madena Rd Loveland OH 45040 (513) 697-9000		Fence	97,000	45%	yes	NOT WBE CALCULATED

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature: <i>[Signature]</i>	Title: Estimator	DATE: 7/25/10
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City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Self-Perform
Bid Reference No. 161C929034

FORM 2004-1M/WBE
Revised 08/07/15

THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER AFTER BID OPENING BUT
PRIOR TO CONTRACT AWARD.
INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

PROJECT NAME		CONTRACT NO.	
Self- Performance to be counted toward the MBE _____ or WBE _____ goal. <i>(Check One)</i>			
Requesting Contractor	Federal Tax ID	Address	Zip Code
Authorized Representative	Title	Phone No.	
Prime Contractor E-Mail Address			

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
	Total Value of Work				

SIGNATURES

Contract Administering Agency	DATE
Specialist Initial	DATE
Director of Economic Inclusion	DATE

PART C: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract.....MBE: _____% and WBE: _____%

I have achieved.....MBE: _____% and WBE: _____%

I have contacted DEI for assistance: _____ Yes _____ No (*Check One*)

Number of MBE firms contacted: _____ (*Attach a list of names.*)

Number of WBE firms contacted: _____ (*Attach a list of names.*)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

Signature of Authorized Company Representative

Date

AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR (LABOR AND MATERIAL)

The State of Ohio,) City of Cincinnati, Department of
SS

_____, Ohio _____, 20

I, _____, being first duly sworn
(Name of person signing affidavit)

says that he is _____ of
(SUB) (TITLE)

THE - (ORIGINAL) - contractor having a contract with

the _____ for

situated in Cincinnati, Hamilton County, Ohio, wherefor the City of Cincinnati is the owner.

SUB-CONTRACTORS

Said affiant further says that the following shows the names of every sub-contractor in the employ of said _____ giving the amount, if any, which is due, or to become due, to them or any of them for work done or machinery, material or fuel furnished to date hereof, under said contract.

NOTE - This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

NAME	TRADE	AMOUNT DUE OR TO BECOME DUE FOR WORK AND MATERIALS TO DATE HEREOF

LABOR

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said _____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE - If the fact that every laborer has been paid in full, then recite "Every laborer has been paid in full." If not, then give each unpaid laborer=s name and the amount due or to become due.

NAME	TRADE	AMOUNT DUE OR TO BECOME DUE FOR LABOR AND MATERIALS TO DATE HEREOF

**AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR PREVAILING WAGES**

I, _____ , _____
(Name of person signing the affidavit) (Title)

of the _____ , do hereby certify that the wages
(Name of contractor or subcontractor)

paid to all employees for the full number of hours worked in connection with City Contract

Number _____ for _____
(description of project)

during the following period from _____ to _____
(date) (date)

are in accordance with the prevailing wages prescribed by the contract documents.

I further certify that no rebates or deductions from any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 19____.

(NOTARY PUBLIC)

NOTICE CONCERNING WAIVER

The above waiver must be executed by the officer or the agent of the contractor or subcontractor who supervises the payment of employees, and notarized, before the City will release the surety and/or make final payment due under the terms of the contract.

BID CONDITIONS AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Federal and Federally-Assisted
Construction Contracts to be awarded in Hamilton, Clermont and
Warren Counties, Ohio; Campbell, Boone and Kenton Counties in
Kentucky; and Dearborn County, Indiana.

NOTICE

EACH BIDDER, CONTRACTOR OR
SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR)
MUST FULLY COMPLY WITH EITHER PART I OR PART II,
AS APPLICABLE, OF THESE BID CONDITIONS AS TO
EACH CONSTRUCTION TRADE IT INTENDS TO USE ON
THIS CONSTRUCTION CONTRACT AND ALL OTHER
CONSTRUCTION WORK (BOTH FEDERAL AND NON-
FEDERAL) IN THE CINCINNATI AREA DURING THE
PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT.
THE CONTRACTOR COMMITS ITSELF TO THE GOALS
FOR MINORITY MANPOWER UTILIZATION IN EITHER
PART I OR PART II AS APPLICABLE, AND ALL OTHER
REQUIREMENTS, TERMS AND CONDITIONS OF THESE
BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED
BID.

THE CONTRACTOR SHALL APPOINT A COMPANY
EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE
IMPLEMENTATION OF THE REQUIREMENTS, TERMS
AND CONDITIONS OF THESE BID CONDITIONS.

Part I: The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Cincinnati Area Construction Program (hereinafter the Cincinnati Plan) for equal opportunity and have jointly made a commitment to specific goals of minority and, where applicable, female utilization. The Cincinnati Plan is a tripartite voluntary agreement among the Greater Cincinnati Building Trades Council, General and Specialty Contractors Association, and representatives of the minority community. The Cincinnati Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represents its employees in the Cincinnati Plan as to one trade provided there is set forth in the Cincinnati Plan a specific commitment by both the contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those contractors who:

1. Are not or hereafter cease to be signatories to the Cincinnati Plan incorporated by reference in Part I herof;
 2. Are signatories to the Cincinnati Plan but are not parties to collective bargaining agreements;
 3. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Cincinnati Plan;
 4. Are signatories to the Cincinnati Plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Plan; or
 5. Are participating in an affirmative action plan which is no longer acceptable to the Director, OFCCP, including the Cincinnati plan.
6. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Cincinnati Plan and, as a result, have been placed under Part II of the Bid Conditions by the Office of Federal Contract Compliance Programs.

B. Requirement - An Affirmative Action Plan. Contractors described in Paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these Bid Conditions including the goals and timetables for *minority utilization, and specific affirmative action steps set forth in Section B.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

contractor's employee needs consistent with its obligations under this Part II.

- i. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- j. The contractor should have made certain that all facilities were not segregated by race.
- k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- l. The contractor should have solicited bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

2. **Subsequent Signatory to the Cincinnati Plan.** Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Cincinnati Plan, either individually or through an association, will be deemed bound to their commitments to the Cincinnati Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A.1.6.

3. **Non-discrimination.** In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Compliance and Enforcement. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these Bid Conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organizations or organizations with which it has collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Cincinnati Plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the

Office of Federal Contract Compliance Programs determines that the contractor has violated a substantial requirement in the Cincinnati Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Cincinnati Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be noncompliance with the Equal Opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Cincinnati Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Cincinnati Plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Cincinnati Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II Section 2. The Contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Cincinnati Plan. The pendency of such formal proceedings shall be taken into consideration of Federal agencies in determining whether such contractor can comply with the requirement of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

B. Contractors Subject to Part II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The

**SUGGESTED FORMAT
CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED**

Bid Condition Area _____ Contractor's Name _____

Month of _____ Contractor's Number _____

Subcontractor's Name: Address; Identification Number	Contract/Project No.	Dollar Amount	Estimated		Crafts to be Used
			Starting Date	Completion Date	
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Page 10

**SUGGESTED FORMAT
CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS**

Bid Condition Area _____ Contractor's Name & Number _____

I. FEDERALLY-ASSISTED CONTRACTS

Responsible Federal Agency	Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)					
(2)					
(3)					
(4)					
(5)					

Page 9

II. NON-FEDERAL CONTRACTS

Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

*Location must include city and street address

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

- (a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,
- (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
1525373-0

**LOGAN CREEK EXCAVATING LLC
LOGAN CREEK
11360 US HIGHWAY 50
NORTH BEND, OH 45052-9663**



Period specified below
**07/01/2016 through
06/30/2017**

www.bwc.ohio.gov

Issued by:


Acting Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Hometown Insurance Partners, LLC. 8298 Clough Pike, Suite 7 Cincinnati OH 45244	CONTACT NAME: Tawnia Rufner	
		PHONE (A/C, No, Ext): 513-527-2200	FAX (A/C, No): 513-527-2205
		E-MAIL ADDRESS: tawnia@hips-llc.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Logan Creek, LLC. 11360 U.S. Route 50 North Bend OH 45052	INSURER A: Westfield Insurance	24112
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	CWP4656709	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000	
	OTHER:						Fire Legal Liability \$	
A	AUTOMOBILE LIABILITY	Y	N	CWP4656709	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	N	CWP4656709	03/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 5,000,000
							<input type="checkbox"/> CLAIMS-MADE	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	CWP4656709	03/01/2016	01/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ballfield Renovation at Salway Sports Complex
Certificate holder is listed as additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Cincinnati Two Centennial Plaze 805 Central Ave Suite 234 Cincinnati OH 45202-1947	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 103766

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hometown Insurance Partners, LLC.		NAMED INSURED Logan Creek, LLC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD25 FORM TITLE: Certificate of Liability Insurance

NOTE: Performance surety in the amount of not less than **\$199,800.00** is required.

PERFORMANCE SURETY AND SIGNATURE FORM

PERFORMANCE BOND (REQUIRED BY LAW)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, are held and firmly bound unto the City of Cincinnati, State of Ohio, in the sum of One Hundred Ninety-Nine Thousand, Eight Hundred and 00/100 Dollars to be paid on demand to said City of Cincinnati, its successors or assigns, for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If the said Contractor shall honestly and faithfully commence, proceed with, perform and complete all and singular the terms and obligations of the contract and furnish the materials or perform the services in accordance with the terms of said contract and specifications as it now is and as may at any time hereafter be changed by any and all modifications or alterations; and shall hold said City harmless from any and all loss or damage in any manner resulting from any failure of the Contractor to comply with said contract and specifications, or resulting in any way from the performance thereof; and shall further protect and defend said City against and hold said City harmless from any and all claims of any kind that may be filed or asserted against said City at any time for the use of any patented articles or for infringement of any patents, and shall further pay all lawful claims of sub-contractors, material men and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we, the undersigned, agreeing and assenting that this understanding shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

And the said surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

Further, the surety hereby agrees that in the event of a default of the contract by the Contractor and an election by said surety to complete the contract, by its own work force or by the work force of another, the contract shall be completed in accordance with each and every, all and singular, term and condition of the contract, including, but not limited to Equal Employment Opportunity Program provisions, Small Business Enterprise Program provisions and Prevailing Wage provisions.

ALTERNATE FORM OF SURETY (CERTIFIED CHECK)

A Certified Check in the sum of _____

Dollars on _____

Bank of _____

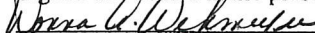
Check No. _____

is herewith submitted

and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

SIGNATURES AND APPROVALS

Signed and sealed in the presence of:

 / Donna A. Wehmeyer, Witness

Original Signature of Witness as to Surety

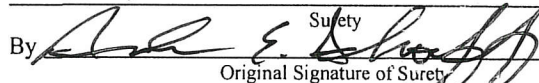
Complete address of executing office of Surety Company
25 West High Street

Lawrenceburg, IN 47025

Telephone No. 812-537-0264

SURETY

Granite Re, Inc.

By  Surety
Original Signature of Surety

Name in Print Andrew E. Schoeff, Attorney-in-Fact

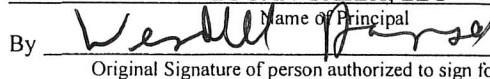
Incorporated in the state of Oklahoma

Address: 14001 Quailbrook Drive

Oklahoma City, Oklahoma 73134

PRINCIPAL AND CONTRACTOR

LOGAN CREEK, LLC

By  Name of Principal
Original Signature of person authorized to sign for Principal

Name in Print Wendell Hansel, Managing Member


Title Member / Manager

THE CITY OF CINCINNATI

By  City Purchasing Agent

Date 8/26/2016

APPROVED AS TO FORM AND SURETY




Assistant City Solicitor

CERTIFICATION

Date AUG 22 2016 Amount \$199,800.00

Fund 480 * 199 Code 151903

By  Director of Finance

To be valid, all signatures MUST be originals.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

GEORGE M. SEITZ; EUGENE B. SEITZ; ANDREW E. SCHOEFF; STEVEN H. RENIHAN; MICHAEL J. BURKHART; DEBORAH A. MCQUEEN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

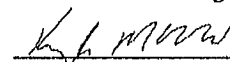
GEORGE M. SEITZ; EUGENE B. SEITZ; ANDREW E. SCHOEFF; STEVEN H. RENIHAN; MICHAEL J. BURKHART; DEBORAH A. MCQUEEN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of March, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of March, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

GRANITE RE, INC.
Certificate

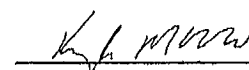
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
17th day of August, 2016.

Surety Representative:
Seitz Agency, Inc.
25 West High St., PO Box 4008
Lawrenceburg, IN 47025-4008
812-537-0164 (voice) 812-537-1934 (fax)




Kyle P. McDonald, Secretary/Treasurer

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 03/28/2016

Effective 04/02/2016

Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

GRANITE RE INC

of Oklahoma is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Surety

GRANITE RE INC certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$43,629,899, liabilities in the amount of \$23,590,564, and surplus of at least \$20,039,335.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director





GRANITE RE, INC.

BALANCE SHEET AS OF DECEMBER 31, 2015
(Statutory Basis)

ASSETS

Cash & S-T Investments	\$ 3,892,909
Bonds	35,011,120
Stock	-
Real Estate	1,220,550
Other Invested Assets	58,478
Investment Income Due & Accrued	195,356
Premium in Course of Collection	2,794,764
Reinsurance Recoverable	76,040
Other Admitted Assets	<u>380,682</u>

LIABILITIES

Outstanding Losses and Loss Expense	\$ 18,245,324
Unearned Premiums	3,955,512
Commissions, Taxes and Other Liabilities	1,203,564
Payable to Parent, Subsidiaries and Affiliates	<u>186,164</u>
Total Liabilities	23,590,564

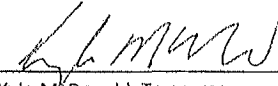
POLICYHOLDERS' SURPLUS

Capital Stock	2,500,000
Additional Paid in and Contributed Capital	1,000,000
Unassigned Surplus	<u>16,539,335</u>
Total Policyholders' Surplus	20,039,335

Total Admitted Assets \$ 43,629,899

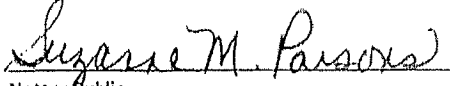
Total Liabilities and Policyholders' Surplus \$ 43,629,899

I, Kyle McDonald, Treasurer of Granite Re, Inc., do hereby certify that to the best of my knowledge and belief, the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2015.



Kyle McDonald, Treasurer

Subscribed and sworn before me
this 1st day of March, 2016



Notary Public

